

### Contract – Short Form, For Directed Work

THIS CONTRACT WAS PREPARED TO FAIRLY ALLOCATE RESPONSIBILITIES, RISKS AND EXPENSES ARISING OUT OF THE PERFORMANCE OF THIS WORK, AND IS MADE AND ENTERED INTO BY AND BETWEEN:

Owner:	Electron Hydro, LLC	Consultant:	Whitewater Engineering Corporation
Address:	1800 James Street, Ste 201 Bellingham, WA 98225	Address:	1800 James Street, Ste 201 Bellingham, WA 98225
Telephone:	(360) 738-9999	Telephone:	360-738-9999
Email:	invoice@electronhydro.com	Email:	smarmon@whitewatereng.com

Owner, for full, complete, and faithful performance of this Contract, agrees to pay Consultant for:

ITEM	DESCRIPTION	UNIT PRICE
	On call engineering consultation services.	Variable
	Total	

Owner does not guarantee any minimum quantity, and Owner reserves the right to buy the same items of work from others.

In consideration therefore, Consultant agrees as follows:

To furnish and perform all work as described hereof for the Electron Hydroelectric Facility ("Project") located near Orting, WA, and to be bound by all laws, government regulations, and orders and all terms and conditions of this Contract. Refer to page two of this agreement for Standard Conditions of this Contract.

☐ Retainage will be withheld at 0 %, until 0 days after completion of work, including receipt of required documentation.

Payment will be made within 30 days of receipt of approved invoice with required documentation.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this agreement, effective the date of the last authorized signature unless otherwise agreed.

OWNER:  
By: Melina Fischer  
Electron Hydro, LLC

603 306 053  
WA UBI Number

**Ex. 6 Personal Privacy (PP)**  
Federal Tax ID

**9/15/15**  
Date

CONSULTANT:  
By: Dei-n  
(Authorized Signature)

601 356 761  
WA UBI Number

815, 063-00  
L&I Account Number

9/15/2015  
Date

## Standard Conditions

Consultant agrees as follows:

- A. BEFORE COMMENCING WITH WORK the Consultant shall provide Owner with:
- 1) A Certificate of Insurance, which names Owner as an **additional insured** for this Project stating that the policy is primary and noncontributory with any other insurance maintained by Owner. All policies of insurance shall provide not less than forty-five (45) days advance written notice to Owner of cancellation or material change.
  - 2) Any required submittals.
- B. PAY REQUEST:
- 1) Consultant must provide sufficient detail to substantiate the requested amount.
  - 2) Invoices must be submitted by the 5<sup>th</sup> day of the month for all work completed in the prior month.
  - 3) Payment will be made to Consultant within 30 days of receipt of approved invoice with required documentation.
- C. BEFORE THE FINAL PAYMENT CAN BE RELEASED the Consultant must provide Owner with:
- 1) An Unconditional Release of Lien and Claim in an Owner-approved form.
  - 2) Project documents, O&M manuals, and as-built drawings etc. as may be required.
- D. INSURANCE. Consultant shall obtain and keep in force during the term of this Contract comprehensive general liability insurance with dollar limits and coverage not less than the types and amounts of coverage noted below:

Type of Insurance	Amount	
Workers compensation	Statutory	
Employers Liability ( WA stop gap)	1,000,000	Each Accident
	1,000,000	Disease Policy Limit
	1,000,000	Disease Each Employee
Commercial General Liability	2,000,000	General Aggregate
	2,000,000	Products & Completed Operations
	1,000,000	Aggregate
Automobile liability – Combined Single Limit	1,000,000	Personal Injury
	1,000,000	Each Occurrence
	1,000,000	Each Accident

E. INDEMNIFICATION.

1) Consultant agrees to defend, indemnify, and hold harmless Owner from any and all claims, demands, losses, and liabilities to or by third parties arising from, resulting from, or connected with services, performed or to be performed under this Contract by Consultant, its agents or employees, even though such claims may prove to be false, groundless or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below.

2) Consultant's duty to indemnify Owner shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Owner or its agents or employees. Consultant's duty to indemnify Owner for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Owner or its agents or employees, and (b) Consultant or its agents or employees shall apply only to the extent of negligence of Consultant or its agents or employees.

3) Consultant's duty to indemnify Owner for liabilities or losses other than for bodily injury to persons or damage to property shall apply only to the extent of the fault of Consultant or its agents, employees, sub-consultants or suppliers of any tier, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by Consultant or its agents, employees, sub-consultants or suppliers of any tier. Entitlement to recovery of defense costs shall include all fees (of attorneys and others), costs and expenses incurred in good faith. In addition, Owner shall be entitled to recover compensation for all of its in-house expenses (including materials and labor) consumed in its defense.

4) Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided Consultant's waiver of immunity by the provisions of this paragraph extends only to claims against Consultant by Owner, and does not include, or extend to, any claims by Consultant's employees directly against Consultant.

The undersigned hereby certify that this Section E was mutually negotiated.

Owner initial: MS Consultant initial: SM